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UNITED STATES OF AMERICA
10

11 UNITED STATES DISTRICT COURT

12 FOR THE CENTRAL DISTRICT OF CALIFORNIA

13 UNITED STATES OF AMERICA,

14 Plaintiff,

15 v.

16 CARLOS CORONA, et al.,

17 Defendants.
18

No. 2:23-cr-00429-JFW-11

PLEA AGREEMENT FOR DEFENDANT
RICARDO WILFREDO NICHOLSON

19 1. This constitutes the plea agreement between RICARDO
20 WILFREDO NICHOLSON ("defendant") and the United States Attorney's
21 Office for the Central District of California (the "USAO") in the
22 above-captioned case. This agreement is limited to the USAO and
23 cannot bind any other federal, state, local, or foreign prosecuting,
24 enforcement, administrative, or regulatory authorities.

25 DEFENDANT'S OBLIGATIONS

26 2. Defendant agrees to/that:

27 a. At the earliest opportunity requested by the USAO and
28 provided by the Court, appear and plead guilty to count one of the

1 indictment in United States v. CARLOS CORONA, et al., No. 2:23-cr-
2 00429-JFW-11, which charges defendant with Conspiracy to Commit Bank
3 Fraud, in violation of 18 U.S.C. § 1349.

4 b. Not contest facts agreed to in this agreement.

5 c. Abide by all agreements regarding sentencing contained
6 in this agreement.

7 d. Appear for all court appearances, surrender as ordered
8 for service of sentence, obey all conditions of any bond, and obey
9 any other ongoing court order in this matter.

10 e. Not commit any crime; however, offenses that would be
11 excluded for sentencing purposes under United States Sentencing
12 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not
13 within the scope of this agreement.

14 f. Be truthful at all times with the United States
15 Probation and Pretrial Services Office and the Court.

16 g. Pay the applicable special assessment at or before the
17 time of sentencing unless defendant has demonstrated a lack of
18 ability to pay such assessments.

19 h. Any and all criminal debt ordered by the Court will be
20 due in full and immediately. The government is not precluded from
21 pursuing, in excess of any payment schedule set by the Court, any and
22 all available remedies by which to satisfy defendant's payment of the
23 full financial obligation, including referral to the Treasury Offset
24 Program.

25 i. Complete the Financial Disclosure Statement on a form
26 provided by the USAO and, within 30 days of defendant's entry of a
27 guilty plea, deliver the signed and dated statement, along with all
28 of the documents requested therein, to the USAO by either email at

1 usacac.FinLit@usdoj.gov (preferred) or mail to the USAO Financial
2 Litigation Section at 300 North Los Angeles Street, Suite 7516, Los
3 Angeles, CA 90012. Defendant agrees that defendant's ability to pay
4 criminal debt shall be assessed based on the completed Financial
5 Disclosure Statement and all required supporting documents, as well
6 as other relevant information relating to ability to pay.

7 j. Authorize the USAO to obtain a credit report upon
8 returning a signed copy of this plea agreement.

9 k. Consent to the USAO inspecting and copying all of
10 defendant's financial documents and financial information held by the
11 United States Probation and Pretrial Services Office.

12 THE USAO'S OBLIGATIONS

13 3. The USAO agrees to:

14 a. Not contest facts agreed to in this agreement.

15 b. Abide by all agreements regarding sentencing contained
16 in this agreement.

17 c. At the time of sentencing, move to dismiss the
18 remaining counts of the indictment against defendant. Defendant
19 agrees, however, that at the time of sentencing the Court may
20 consider any dismissed charges in determining the applicable
21 Sentencing Guidelines range, the propriety and extent of any
22 departure from that range, and the sentence to be imposed.

23 d. At the time of sentencing, provided that defendant
24 demonstrates an acceptance of responsibility for the offense up to
25 and including the time of sentencing, recommend a two-level reduction
26 in the applicable Sentencing Guidelines offense level, pursuant to
27 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
28 additional one-level reduction if available under that section.

NATURE OF THE OFFENSE

4. Defendant understands that for defendant to be guilty of the crime charged in count one, that is, Conspiracy to Commit Bank Fraud, in violation of Title 18, United States Code, Section 1349, the following must be true:

a. First, beginning no later than October 14, 2020, and continuing through at least August 18, 2023, there was an agreement between two or more persons to commit Bank Fraud, in violation of Title 18, United States Code, Section 1344(1);

b. Second, defendant became a member of the conspiracy knowing of at least one of its objects and intending to help accomplish it; and

c. Third, one of the members of the conspiracy performed at least one overt act for the purpose of carrying out the conspiracy.

5. Defendant understands that for an individual to be guilty of Bank Fraud, in violation of Title 18, United States Code, Section 1344(1), the following must be true:

a. First, the individual knowingly executed or attempted to execute a scheme to defraud a financial institution of something of value;

b. Second, that the statements made as part of the scheme were material; that is, they had a natural tendency to influence, or were capable of influencing, a person to part with money or property;

c. Third, the individual did so with the intent to defraud the financial institution; and

d. Fourth, the financial institution was insured by the Federal Deposit Insurance Corporation.

1 A "scheme to defraud" means any deliberate plan of action or
2 course of conduct by which someone intends to deceive or cheat, in
3 other words to deprive the victim of money or property by means of
4 deception. It is not necessary for the government to prove that a
5 financial institution was the only or sole victim of the scheme to
6 defraud. It is also not necessary for the government to prove that
7 the individual was actually successful in defrauding any financial
8 institution. Finally, it is not necessary for the government to
9 prove that any financial institution lost any money or property as a
10 result of the scheme to defraud.

11 An "intent to defraud" means to act willfully and with the
12 specific intent to deceive and cheat.

13 PENALTIES AND RESTITUTION

14 6. Defendant understands that the statutory maximum sentence
15 that the Court can impose for a violation of Title 18, United States
16 Code, Section 1349, is: 30 years' imprisonment; a 5-year period of
17 supervised release; a fine of \$1,000,000 or twice the gross gain or
18 gross loss resulting from the offense, whichever is greatest; and a
19 mandatory special assessment of \$100.

20 7. Defendant understands that defendant will be required to
21 pay full restitution to the victims of the offenses to which
22 defendant is pleading guilty. Defendant agrees that, in return for
23 the USAO's compliance with its obligations under this agreement, the
24 Court may order restitution to persons other than the victims of the
25 offenses to which defendant is pleading guilty and in amounts greater
26 than those alleged in the counts to which defendant is pleading
27 guilty. In particular, defendant agrees that the Court may order
28 restitution to any victim of any of the following for any losses

1 suffered by that victim as a result: (a) any relevant conduct, as
2 defined in U.S.S.G. § 1B1.3, in connection with the offenses to which
3 defendant is pleading guilty; and (b) any counts dismissed pursuant
4 to this agreement as well as all relevant conduct, as defined in
5 U.S.S.G. § 1B1.3, in connection with those counts.

6 8. Defendant understands that supervised release is a period
7 of time following imprisonment during which defendant will be subject
8 to various restrictions and requirements. Defendant understands that
9 if defendant violates one or more of the conditions of any supervised
10 release imposed, defendant may be returned to prison for all or part
11 of the term of supervised release authorized by statute for the
12 offense that resulted in the term of supervised release, which could
13 result in defendant serving a total term of imprisonment greater than
14 the statutory maximum stated above.

15 9. Defendant understands that, by pleading guilty, defendant
16 may be giving up valuable government benefits and valuable civic
17 rights, such as the right to vote, the right to possess a firearm,
18 the right to hold office, and the right to serve on a jury. Defendant
19 understands that he is pleading guilty to a felony and that it is a
20 federal crime for a convicted felon to possess a firearm or
21 ammunition. Defendant understands that the conviction in this case
22 may also subject defendant to various other collateral consequences,
23 including but not limited to revocation of probation, parole, or
24 supervised release in another case and suspension or revocation of a
25 professional license. Defendant understands that unanticipated
26 collateral consequences will not serve as grounds to withdraw
27 defendant's guilty plea.

1 10. Defendant and his counsel have discussed the fact that, and
2 defendant understands that, if defendant is not a United States
3 citizen, the conviction in this case makes it practically inevitable
4 and a virtual certainty that defendant will be removed or deported
5 from the United States. Defendant may also be denied United States
6 citizenship and admission to the United States in the future.
7 Defendant understands that while there may be arguments that
8 defendant can raise in immigration proceedings to avoid or delay
9 removal, removal is presumptively mandatory and a virtual certainty
10 in this case. Defendant further understands that removal and
11 immigration consequences are the subject of a separate proceeding and
12 that no one, including his attorney or the Court, can predict to an
13 absolute certainty the effect of his conviction on his immigration
14 status. Defendant nevertheless affirms that he wants to plead guilty
15 regardless of any immigration consequences that his plea may entail,
16 even if the consequence is automatic removal from the United States.

17 FACTUAL BASIS

18 11. Defendant admits that defendant is, in fact, guilty of the
19 offense to which defendant is agreeing to plead guilty. Defendant
20 and the USAO agree to the statement of facts provided below and agree
21 that this statement of facts is sufficient to support a plea of
22 guilty to the charge described in this agreement and to establish the
23 Sentencing Guidelines factors set forth in paragraph 13 below but is
24 not meant to be a complete recitation of all facts relevant to the
25 underlying criminal conduct or all facts known to either party that
26 relate to that conduct.

27 a. Beginning no later than October 14, 2020, and
28 continuing through at least August 18, 2023, in Los Angeles County

1 and Orange County, within the Central District of California, and
2 elsewhere, defendant conspired and agreed with co-defendants CARLOS
3 CORONA, JOSE LUIS EDEZA JR., JOHN WESLEY BESS JR., RICARDO OCHOA JR.,
4 SAULO SOLARES, SOFIA GENESIS ALVAREZ, KAREN VANESSA MARTINEZ, VANESSA
5 CORTES ARZATE, and CARLOS LUIZ ARELLANO (collectively, the "CO-
6 CONSPIRATORS"), to knowingly and intentionally commit bank fraud.
7 Specifically, defendant and the CO-CONSPIRATORS agreed to knowingly
8 execute a scheme to fraudulently obtain money owned by Bank of
9 America, N.A. ("BOA"), Citibank, N.A. ("Citi"), Wells Fargo, N.A.
10 ("WFB"), JP Morgan Chase Bank ("Chase"), U.S. Bancorp ("USB"),
11 Kinecta Federal Credit Union ("Kincta"), Navy Federal Credit Union
12 ("NFCU"), and SchoolsFirst Federal Credit Union ("SchoolsFirst")
13 (collectively, the "Financial Institutions"), through materially
14 false and fraudulent pretenses, representations, and promises.
15 Defendant joined this conspiracy knowing of this object and intending
16 to help accomplish it.

17 b. At all times during the conspiracy, BOA, Citi, WFB,
18 Chase, USB, Kincta, NFCU, and SchoolsFirst were financial
19 institutions insured by the Federal Deposit Insurance Corporation
20 ("FDIC").

21 c. In furtherance of the conspiracy, co-defendant SOLARES
22 and others stole checks from the U.S. mail, including from mailboxes
23 and post office mail collection boxes located outside of U.S. Post
24 Office locations. Co-defendants CORONA, EDEZA, BESS, and OCHOA, and
25 other co-conspirators, would then take possession of the checks that
26 co-defendant SOLARES and others stole.

27 d. In furtherance of the conspiracy, defendant and co-
28 defendants CORONA, EDEZA, BESS, OCHOA, ALVAREZ, MARTINEZ, CORTES

1 ARZATE, and ARELLANO, and other co-conspirators, solicited bank
2 account holders through social media to provide their debit cards and
3 bank account information to defendant and his co-conspirators. In
4 return, defendant and his co-conspirators promised these account
5 holders a cut of any fraudulent funds deposited into their accounts.
6 To circumvent the fraud protections of the Financial Institutions,
7 defendant and his co-conspirators specifically requested bank
8 accounts that had been open for a certain amount of time so that co-
9 conspirators could get access to the stolen funds more quickly. Once
10 bank account holders responded to the advertisements via social media
11 and provided the information requested in the advertisements,
12 including bank account numbers, PIN numbers, and online banking log-
13 in information, defendant and co-defendants CORONA, EDEZA, BESS,
14 OCHOA, ALVAREZ, MARTINEZ, CORTES ARZATE, and ARELLANO also took
15 physical possession of the account holders' debit cards. Defendant
16 and his co-conspirators then exchanged the debit cards and bank
17 account information obtained from the bank account holders with each
18 other.

19 e. In furtherance of the conspiracy, co-defendants
20 CORONA, EDEZA, BESS, and OCHOA, and other co-conspirators, deposited
21 the stolen checks into the bank accounts that had been sourced by
22 defendant and other co-conspirators. In most cases, the stolen
23 checks were falsely endorsed in the original payee's name. In doing
24 so, the co-conspirators falsely represented that they were the payees
25 on the checks and were entitled to the funds and concealed that they
26 were not the payees on the stolen checks and that they were not
27 authorized to deposit the checks or receive the payees' funds. In
28 some cases, the checks were washed or altered to make the payee the

1 name of the owner of the bank account into which the checks were
2 being deposited.

3 f. In furtherance of the conspiracy, after the stolen
4 checks were deposited into the bank accounts described above, co-
5 defendants CORONA, EDEZA, BESS, and OCHOA, and other co-conspirators,
6 rapidly depleted the fraudulently deposited funds from the account
7 holders' accounts by making cash withdrawals, electronic transfers,
8 and/or debit card purchases.

9 g. Throughout the course of the conspiracy, to conceal
10 the fraud, defendant and his co-conspirators instructed account
11 holders to claim that their accounts had been compromised if
12 contacted by the Financial Institutions about the fraudulent
13 deposits.

14 h. Also in furtherance of the conspiracy, defendant and
15 his co-conspirators committed at least the following acts:

16 i. On June 9, 2021, in response to a co-
17 conspirator's Instagram direct message that he or she was interested
18 in participating in the scheme, defendant told the co-conspirator to
19 contact co-defendant BESS, which the co-conspirator did.

20 ii. On July 2, 2021, in response to an undercover law
21 enforcement officer's (the "UC") Instagram direct message stating
22 that the UC had been banking with WFB for about five years and had a
23 checking account that had been open for seven months, defendant said,
24 "Okay cool. I deposit a check in your account and then when it clears
25 we split the money up me you and the check plug."

26 iii. On July 3, 2021, in response to an Instagram
27 solicitation posted by defendant, D.B. said that he had a WFB
28 account.

1 iv. On July 6, 2021, using Instagram direct messages,
2 defendant explained to D.B. that he would "deposit a check in your
3 account and then when it clears we split the money up me you and the
4 check plug" and arranged to pick up WFB Card 0627 from D.B. at an
5 address on South Main Street in Los Angeles, California.

6 v. On July 7, 2021, a co-conspirator deposited check
7 no. 10336 from V.P. payable to S. Co. in the amount of \$14,217 into
8 WFB Account 8290 using WFB Card 0627 at an ATM in Carson, California.

9 vi. On July 7, 2021, defendant sent D.B. an Instagram
10 direct message stating that defendant's "plug" had "just deposit[ed]
11 a check in [D.B.'s] account" and that defendant would send D.B. a
12 picture when he got it from his "plug."

13 vii. On July 7, 2021, using Instagram direct messages,
14 defendant sent D.B. a photograph depicting a WFB ATM receipt
15 documenting the deposit and WFB Card 0627.

16 viii. On July 8, 2021, defendant told D.B. over
17 Instagram direct messages that defendant's "plug" needed to "take the
18 money out" and when his plug had finished doing so, defendant would
19 pay D.B. his cut.

20 ix. On August 19, 2021, defendant posted an Instagram
21 story depicting a Wells Fargo ATM screen showing a checking account
22 balance of \$20,444.73 and a savings account balance of \$26,871.28 and
23 invited followers to direct message defendant if they were interested
24 in achieving such balances.

25 x. On or before October 20, 2021, defendant
26 delivered Chase Card 8589 to co-defendant CORONA.

27 xi. On October 20, 2021, co-defendant CORONA caused
28 check no. 3221 from A.W.F., which was altered to be made payable to

1 A.R. in the amount of \$10,900, to be deposited into Chase Account
2 2777 using Chase Card 8589 at an ATM in Inglewood, California.

3 xii. On October 21, 2021, in response to co-defendant
4 CORONA's Instagram direct message with a photograph depicting a Chase
5 ATM receipt documenting the check deposit and the caption "ur
6 account," defendant said, "sheesh."

7 xiii. On November 9, 2021, defendant posted an
8 Instagram story depicting multiple envelopes containing cash, WFB ATM
9 receipts, and debit cards, and invited followers to direct message
10 him if they were interested in the same opportunity.

11 i. Defendant admits that by engaging in the conduct and
12 acts described above: (1) he knowingly executed and participated in a
13 scheme to defraud the Financial Institutions of money; and (2) he did
14 so with the intent to defraud the Financial Institutions. Defendant
15 also admits that by engaging in the conduct and acts described above,
16 his co-conspirators unlawfully obtained money from the Financial
17 Institutions through false and fraudulent pretenses, statements, and
18 representations, which had the natural tendency to influence the
19 Financial Institutions to part with money.

20 j. Defendant admits that over the course of the
21 conspiracy, he attempted and intended to cause a loss of at least
22 \$32,022.58 to several of the Financial Institutions.

23 SENTENCING FACTORS

24 12. Defendant understands that in determining defendant's
25 sentence the Court is required to calculate the applicable Sentencing
26 Guidelines range and to consider that range, possible departures
27 under the Sentencing Guidelines, and the other sentencing factors set
28 forth in 18 U.S.C. § 3553(a). Defendant understands that the

1 Sentencing Guidelines are advisory only, that defendant cannot have
 2 any expectation of receiving a sentence within the calculated
 3 Sentencing Guidelines range, and that after considering the
 4 Sentencing Guidelines and the other § 3553(a) factors, the Court will
 5 be free to exercise its discretion to impose any sentence it finds
 6 appropriate up to the maximum set by statute for the crime of
 7 conviction.

8 13. Defendant and the USAO agree to the following applicable
 9 Sentencing Guidelines factors:

10 Base Offense Level: 7 U.S.S.G. § 2B1.1(a)(1)

11 More than \$15,000 of Loss +4 U.S.S.G. § 2B1.1(b)(1)(C)

12 Defendant and the USAO reserve the right to argue that additional
 13 specific offense characteristics, adjustments, and departures under
 14 the Sentencing Guidelines are appropriate.

15 14. Defendant understands that there is no agreement as to
 16 defendant's criminal history or criminal history category.

17 15. Defendant and the USAO reserve the right to argue for a
 18 sentence outside the sentencing range established by the Sentencing
 19 Guidelines based on the factors set forth in 18 U.S.C. §§ 3553(a)(1),
 20 (a)(2), (a)(3), (a)(6), and (a)(7).

21 WAIVER OF CONSTITUTIONAL RIGHTS

22 16. Defendant understands that by pleading guilty, defendant
 23 gives up the following rights:

- 24 a. The right to persist in a plea of not guilty.
- 25 b. The right to a speedy and public trial by jury.
- 26 c. The right to be represented by counsel -- and if
- 27 necessary have the Court appoint counsel -- at trial. Defendant
- 28 understands, however, that, defendant retains the right to be

1 represented by counsel -- and if necessary have the Court appoint
2 counsel -- at every other stage of the proceeding.

3 d. The right to be presumed innocent and to have the
4 burden of proof placed on the government to prove defendant guilty
5 beyond a reasonable doubt.

6 e. The right to confront and cross-examine witnesses
7 against defendant.

8 f. The right to testify and to present evidence in
9 opposition to the charges, including the right to compel the
10 attendance of witnesses to testify.

11 g. The right not to be compelled to testify, and, if
12 defendant chose not to testify or present evidence, to have that
13 choice not be used against defendant.

14 h. Any and all rights to pursue any affirmative defenses,
15 Fourth Amendment or Fifth Amendment claims, and other pretrial
16 motions that have been filed or could be filed.

17 WAIVER OF APPEAL OF CONVICTION

18 17. Defendant understands that, with the exception of an appeal
19 based on a claim that defendant's guilty plea was involuntary, by
20 pleading guilty defendant is waiving and giving up any right to
21 appeal defendant's conviction on the offense to which defendant is
22 pleading guilty. Defendant understands that this waiver includes,
23 but is not limited to, arguments that the statute to which defendant
24 is pleading guilty is unconstitutional, and any and all claims that
25 the statement of facts provided herein is insufficient to support
26 defendant's plea of guilty.

LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

18. Defendant agrees that, provided the Court imposes a term of imprisonment within or below the range corresponding to an offense level of 9 and the criminal history category calculated by the Court, defendant gives up the right to appeal all of the following: (a) the procedures and calculations used to determine and impose any portion of the sentence; (b) the term of imprisonment imposed by the Court; (c) the fine imposed by the Court, provided it is within the statutory maximum; (d) to the extent permitted by law, the constitutionality or legality of defendant's sentence, provided it is within the statutory maximum; (e) the amount and terms of any restitution order; (f) the term of probation or supervised release imposed by the Court, provided it is within the statutory maximum; and (g) any of the following conditions of probation or supervised release imposed by the Court: the conditions set forth in Second Amended General Order 20-04 of this Court; the drug testing conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

19. The USAO agrees that, provided (a) all portions of the sentence are at or below the statutory maximum specified above and (b) the Court imposes a term of imprisonment within or above the range corresponding to an offense level of 9 and the criminal history category calculated by the Court, the USAO gives up its right to appeal any portion of the sentence, with the exception that the USAO reserves the right to appeal the following: (a) the amount of restitution ordered.

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1 RESULT OF WITHDRAWAL OF GUILTY PLEA

2 20. Defendant agrees that if, after entering a guilty plea
3 pursuant to this agreement, defendant seeks to withdraw and succeeds
4 in withdrawing defendant's guilty plea on any basis other than a
5 claim and finding that entry into this plea agreement was
6 involuntary, then (a) the USAO will be relieved of all of its
7 obligations under this agreement; and (b) should the USAO choose to
8 pursue any charge that was either dismissed or not filed as a result
9 of this agreement, then (i) any applicable statute of limitations
10 will be tolled between the date of defendant's signing of this
11 agreement and the filing commencing any such action; and
12 (ii) defendant waives and gives up all defenses based on the statute
13 of limitations, any claim of pre-indictment delay, or any speedy
14 trial claim with respect to any such action, except to the extent
15 that such defenses existed as of the date of defendant's signing this
16 agreement.

17 RESULT OF VACATUR, REVERSAL, OR SET ASIDE

18 21. Defendant agrees that if the count of conviction is
19 vacated, reversed, or set aside, both the USAO and defendant will be
20 released from all their obligations under this agreement

21 EFFECTIVE DATE OF AGREEMENT

22 22. This agreement is effective upon signature and execution of
23 all required certifications by defendant, defendant's counsel, and an
24 Assistant United States Attorney.

25 BREACH OF AGREEMENT

26 23. Defendant agrees that if defendant, at any time after the
27 signature of this agreement and execution of all required
28 certifications by defendant, defendant's counsel, and an Assistant

1 United States Attorney, knowingly violates or fails to perform any of
2 defendant's obligations under this agreement ("a breach"), the USAO
3 may declare this agreement breached. All of defendant's obligations
4 are material, a single breach of this agreement is sufficient for the
5 USAO to declare a breach, and defendant shall not be deemed to have
6 cured a breach without the express agreement of the USAO in writing.
7 If the USAO declares this agreement breached, and the Court finds
8 such a breach to have occurred, then: (a) if defendant has previously
9 entered a guilty plea pursuant to this agreement, defendant will not
10 be able to withdraw the guilty plea, and (b) the USAO will be
11 relieved of all its obligations under this agreement.

12 24. Following the Court's finding of a knowing breach of this
13 agreement by defendant, should the USAO choose to pursue any charge
14 that was either dismissed or not filed as a result of this agreement,
15 then:

16 a. Defendant agrees that any applicable statute of
17 limitations is tolled between the date of defendant's signing of this
18 agreement and the filing commencing any such action.

19 b. Defendant waives and gives up all defenses based on
20 the statute of limitations, any claim of pre-indictment delay, or any
21 speedy trial claim with respect to any such action, except to the
22 extent that such defenses existed as of the date of defendant's
23 signing this agreement.

24 c. Defendant agrees that: (i) any statements made by
25 defendant, under oath, at the guilty plea hearing (if such a hearing
26 occurred prior to the breach); (ii) the agreed to factual basis
27 statement in this agreement; and (iii) any evidence derived from such
28 statements, shall be admissible against defendant in any such action

1 against defendant, and defendant waives and gives up any claim under
2 the United States Constitution, any statute, Rule 410 of the Federal
3 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
4 Procedure, or any other federal rule, that the statements or any
5 evidence derived from the statements should be suppressed or are
6 inadmissible.

7 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

8 OFFICE NOT PARTIES

9 25. Defendant understands that the Court and the United States
10 Probation and Pretrial Services Office are not parties to this
11 agreement and need not accept any of the USAO's sentencing
12 recommendations or the parties' agreements to facts or sentencing
13 factors.

14 26. Defendant understands that both defendant and the USAO are
15 free to: (a) supplement the facts by supplying relevant information
16 to the United States Probation and Pretrial Services Office and the
17 Court, (b) correct any and all factual misstatements relating to the
18 Court's Sentencing Guidelines calculations and determination of
19 sentence, and (c) argue on appeal and collateral review that the
20 Court's Sentencing Guidelines calculations and the sentence it
21 chooses to impose are not error, although each party agrees to
22 maintain its view that the calculations in paragraph 13 are
23 consistent with the facts of this case. While this paragraph permits
24 both the USAO and defendant to submit full and complete factual
25 information to the United States Probation and Pretrial Services
26 Office and the Court, even if that factual information may be viewed
27 as inconsistent with the facts agreed to in this agreement, this
28

1 paragraph does not affect defendant's and the USAO's obligations not
2 to contest the facts agreed to in this agreement.

3 27. Defendant understands that even if the Court ignores any
4 sentencing recommendation, finds facts or reaches conclusions
5 different from those agreed to, and/or imposes any sentence up to the
6 maximum established by statute, defendant cannot, for that reason,
7 withdraw defendant's guilty plea, and defendant will remain bound to
8 fulfill all defendant's obligations under this agreement. Defendant
9 understands that no one -- not the prosecutor, defendant's attorney,
10 or the Court -- can make a binding prediction or promise regarding
11 the sentence defendant will receive, except that it will be within
12 the statutory maximum.

13 NO ADDITIONAL AGREEMENTS

14 28. Defendant understands that, except as set forth herein,
15 there are no promises, understandings, or agreements between the USAO
16 and defendant or defendant's attorney, and that no additional
17 promise, understanding, or agreement may be entered into unless in a
18 writing signed by all parties or on the record in court.

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21 ///

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

29. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF
CALIFORNIA

E. MARTIN ESTRADA
United States Attorney

Alexandra Michael

ALEXANDRA MICHAEL
Assistant United States Attorney

[Signature]

RICARDO WILFREDO NICHOLSON
Defendant

Anthony M. Solis

ANTHONY SOLIS
Attorney for Defendant RICARDO
WILFREDO NICHOLSON

4/16/2024

Date

Date

4-16-2024

Date

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CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charge and wish to take advantage of the promises set forth in this agreement, and not for any other reason.



RICARDO WILFREDO NICHOLSON
Defendant



Date

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CERTIFICATION OF DEFENDANT'S ATTORNEY

I am RICARDO WILFREDO NICHOLSON's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the factual basis set forth in this agreement is sufficient to support my client's entry of a guilty plea pursuant to this agreement.

Anthony M. Solis
ANTHONY SOLIS
Attorney for Defendant RICARDO
WILFREDO NICHOLSON

4-16-2024

Date